

1 **WILLIAM R. BENZ, ESQ. #037376**
2 900 Larkspur Landing Circle, Suite 185
3 Larkspur, California 94939
4 Telephone: (415)461-6633

5 SPECIAL REFEREE

RECEIVED

FEB 11 1994

HUB LAW OFFICES

6
7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF MARIN**

9
10 **CHURCH OF SCIENTOLOGY**
11 **INTERNATIONAL, a California not-for-**
12 **profit religious corporation,**

13 **Plaintiff,**

14 **vs.**

15 **GERALD ARMSTRONG, MICHAEL**
16 **WALTON, THE GERALD ARMSTRONG**
17 **CORPORATION, a California nor-for-**
18 **profit corporation, et al.,**

19 **Defendants.**

No. 157680

REPORT AND RECOMMENDATION
OF DISCOVERY REFEREE WITH
PROPOSED ORDER RE PLAINTIFF'S
MOTION TO COMPEL
PRODUCTION OF DOCUMENTS BY
DEFENDANTS
and ORDER

Date of Hearing: 2/3/94

20 **ORDER OF REFERENCE**

21 This court has appointed the undersigned, WILLIAM R. BENZ, as special referee
22 in this action for the purpose of supervising, hearing, and determining any and all motions
23 and disputes relating to discovery.

24 **HEARING**

25 A hearing was held on February 3, 1994 at the office of William R. Benz. Present
26 were Laurie Bartilson, Esq. and Andrew H. Wilson, Esq. on behalf of plaintiff; Ford
27 Greene, Esq. on behalf of defendants Gerald Armstrong and the Gerald Armstrong
28 Corporation; and Michael Walton, Esq. on his own behalf. The hearing was reported by
Lydia R. Radovich, CSR.

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MATTERS CONSIDERED AND DECIDED

The matters considered and decided were plaintiff's motions to compel production of documents from defendants based upon the following requests:

1. Request for Production No. 1 to defendant Gerald Armstrong.
2. Request for Production No. 2 to defendant Gerald Armstrong.
3. Request for Production No. 1 to defendant Michael Walton.
4. Request for Production No. 1 to defendant Gerald Armstrong Corporation.

FINDINGS AND RECOMMENDATIONS

The special referee finds that good cause exists for the production of documents as set forth below and recommends and proposes that the court order defendants to produce same as set forth in the proposed order.

PROPOSED ORDER

Reference is hereby made to the Requests for Production, copies of which are attached hereto as Exhibits 1 through 4.

Defendants are ordered to produce documents as follows:

1. **Re Plaintiff's First Request for Production to defendant Gerald Armstrong.**

(See Exhibit 1.)

Item 1. Defendant Gerald Armstrong shall produce all such documents relating to any transfers described from 1990 to date. If any are claimed to be privileged, defendant shall furnish a log of each such document. On request, the referee shall review in camera any documents claimed privileged.

Item 2. Defendant Gerald Armstrong shall produce all such documents relating to any transfers described from 1990 to date. If any are claimed to be privileged, defendant shall furnish a log of each such document. On request, the referee shall review in camera any documents claimed privileged.

1 Item 3. Plaintiff's motion for production is denied as to each category on the
2 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
3 without prejudice to a future request if plaintiff can demonstrate relevance.

4 Item 4. Plaintiff's motion for production is denied as to each category on the
5 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
6 without prejudice to a future request if plaintiff can demonstrate relevance.

7 Item 5. Plaintiff's motion for production is denied as to each category on the
8 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
9 without prejudice to a future request if plaintiff can demonstrate relevance.

10 Item 6. Plaintiff's motion for production is denied as to each category on the
11 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
12 without prejudice to a future request if plaintiff can demonstrate relevance.

13 Item 7. Plaintiff's motion for production is denied as to each category on the
14 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
15 without prejudice to a future request if plaintiff can demonstrate relevance.

16 Item 8. Plaintiff's motion for production is denied as to each category on the
17 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
18 without prejudice to a future request if plaintiff can demonstrate relevance.

19 Item 9. Plaintiff's motion for production is denied as to each category on the
20 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
21 without prejudice to a future request if plaintiff can demonstrate relevance.

22 Item 10. Plaintiff's motion for production is denied as to each category on the
23 grounds of relevancy as balanced against defendant's right of privacy. This ruling is
24 without prejudice to a future request if plaintiff can demonstrate relevance.

25 **2. Re Plaintiff's Second Request for Production to defendant Gerald**
26 **Armstrong. (See Exhibit 2.)**

27 Items 1 through 12. Not at issue.
28

1 Item 13. Motion for production is denied. The request is overly broad and
2 constitutes an invasion of privacy without a sufficient showing of need.

3 Item 14. Defendant Gerald Armstrong shall produce said documents in
4 camera for review by the referee as to relevancy and right of privacy.

5 Item 15. Motion for production is denied on the grounds of relevancy and
6 right of privacy. This ruling is without prejudice to a future request if relevancy can be
7 shown to outweigh right of privacy.

8 Items 16 and 17. Not at issue.

9 **3. Re Plaintiff's First Request for Production to defendant Michael Walton.**

10 (See Exhibit 3.)

11 Items 1 through 7. Not at issue.

12 Item 8. Plaintiff withdraws this requests without prejudice.

13 Item 9. Not at issue.

14 Item 10. Motion for production is denied on the grounds it is overly broad.

15 Item 11. Defendant Michael Walton shall produce the documents requested
16 as to any purchase or project that exceeded a cost of \$750.00.

17 Item 12. Defendant Michael Walton shall produce PG&E bills and checks in
18 payment thereof sufficient to be a representative sample of same from 1990 to date.

19 Items 13, 14 and 15. Plaintiff withdraws these requests without prejudice.

20 Items 16 and 17. Not at issue.

21 **4. Re Plaintiff's First Request for Production to defendant Gerald Armstrong**
22 **Corporation. (See Exhibit 4).**

23 Items 1 through 12. Not at issue.

24 Item 13. Motion for production is denied. The request is overly broad and
25 constitutes an invasion of privacy without sufficient showing of need.

26 Item 14. Defendant Gerald Armstrong Corporation shall produce said
27 documents in camera for review by the referee as to relevancy and right of privacy.
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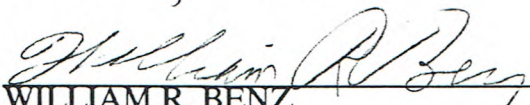
By stipulation the deposition of **Michael Walton**, noticed by plaintiff for February 18, 1994, is continued to **March 18, 1994 at 10:00 a.m.** at the offices of the referee.

Plaintiff has requested that the referee be present at the depositions for expedited rulings on any disputes. Defendants have no objection to the referee being at the deposition, but request that plaintiff's pay the costs.

On review of the history of the litigation, the referee finds that the presence of the referee at the hearing would expedite discovery in a cost efficient manner, and recommends that the parties shall continue to share the costs equally, subject to recommendation by the referee to allocate costs among one or more parties at a later date.

Dated: February 10, 1994

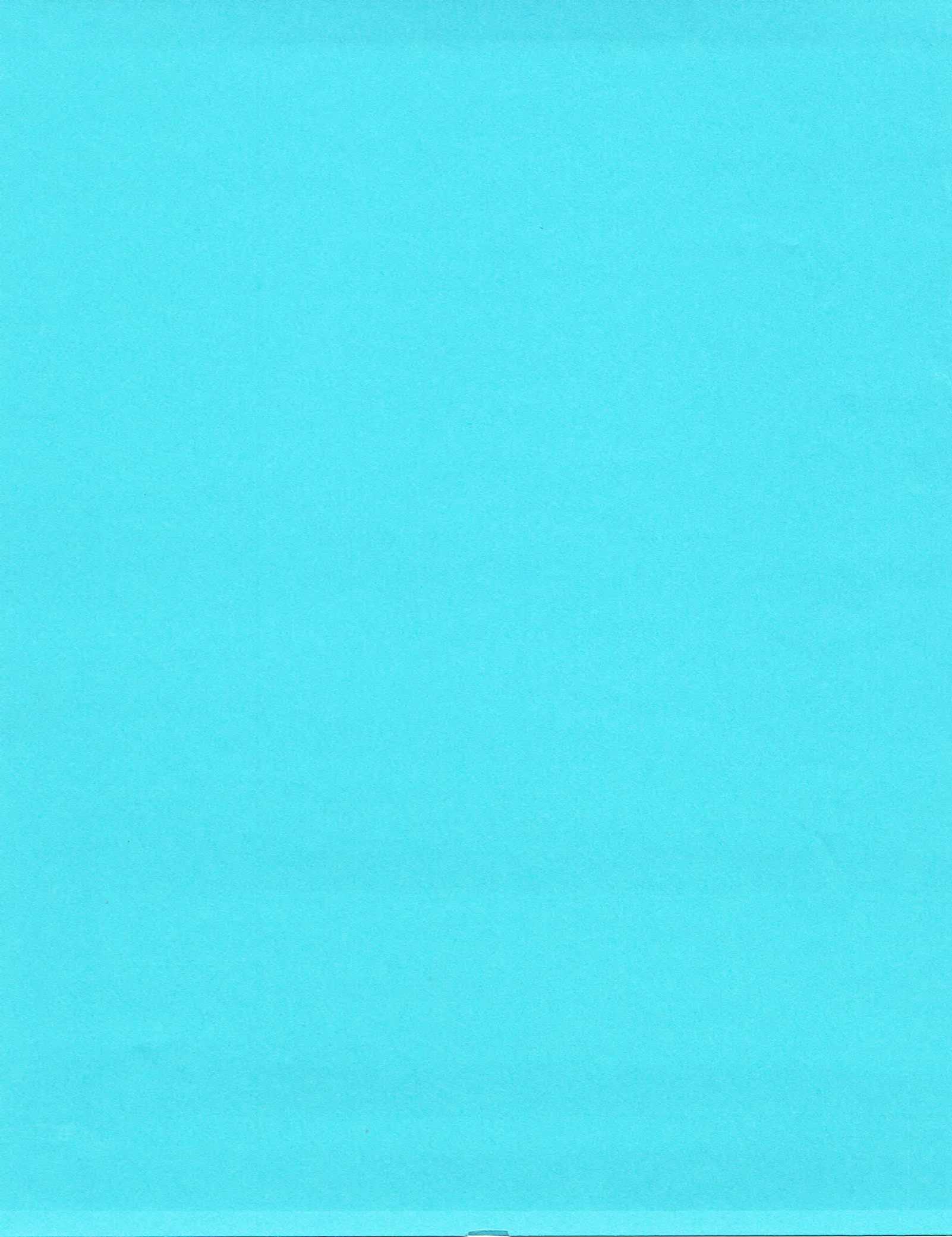
Respectfully submitted,


WILLIAM R. BENZ
Special Referee - Discovery

Having received and considered the foregoing report, and good cause appearing,
The court adopts the above report of the special referee and orders that the parties perform in accordance therewith.

Dated: _____

JUDGE OF THE SUPERIOR COURT



1 Andrew H. Wilson
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2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
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6 Suite 2000
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7 (213) 661-4030

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA

11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 157680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) PLAINTIFF'S FIRST REQUEST
FOR THE PRODUCTION OF
14 Plaintiff,) DOCUMENTS BY DEFENDANT
GERALD ARMSTRONG
15 vs.)
)
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
)
19 Defendants.)
)

20 DEMANDING PARTY: Plaintiff Church of Scientology International

21 RESPONDING PARTY: Defendant Gerald Armstrong

22 SET NO.: 1

23 Plaintiff Church of Scientology International ("plaintiff")
24 demands, pursuant to C.C.P. §2031, that defendant, Gerald
25 Armstrong, produce the items described below, for inspection and
26 copying by plaintiff's attorneys, on September 13, 1993 at 10:00
27 a.m. at the offices of Wilson, Ryan & Campilongo, located at 235
28

EXHIBIT A

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All documents which in any way constitute, discuss,
6 evidence, mention, concern, relate or refer to the transfer of
7 assets, money, liabilities, literary works, works of art, shares
8 of stock or real, personal, or intangible property of any kind
9 between you and The Gerald Armstrong Corporation at any time;

10 2. All documents which in any way constitute, discuss,
11 evidence, mention, concern, relate or refer to the transfer of
12 assets, money, liabilities, literary works, works of art, shares
13 of stock or real, personal, or intangible property of any kind
14 between you and Michael Walton at any time;

15 3. All documents which in any way constitute, discuss,
16 mention, concern, relate or refer to that document shown on
17 Entertainment Television's "Entertainment Tonight" on August 5,
18 1993, and bearing the designation: "ONE HELL OF A STORY An
19 Original Treatment Written for Motion Picture Purposes Created
20 and Written by Gerald Armstrong;"

21 4. All documents which in any way constitute, mention,
22 concern, relate or refer to any motion picture, documentary,
23 video treatment, teleplay, screenplay, article, story, treatment,
24 project or script prepared by you which contains any reference to
25 plaintiff, Scientology, or any of the entities or individuals
26 listed in paragraph 1 of the "Mutual Release of All Claims and
27 Settlement Agreement" of December, 1986;

28 5. All correspondence of any kind received by you or the

1 Gerald Armstrong Corporation from Entertainment Television, its
2 employees, agents, representatives, attorneys, officers,
3 directors or assigns, after December 6, 1986, which relates to or
4 concerns the plaintiff, Scientology, or any of the entities or
5 individuals listed or referred to in paragraph 1 of the "Mutual
6 Release of All Claims and Settlement Agreement" of December,
7 1986;

8 6. All correspondence of any kind sent by you or the
9 Gerald Armstrong Corporation to Entertainment Television, its
10 employees, agents, representatives, attorneys, officers,
11 directors or assigns, after December 6, 1986, which relates to or
12 concerns the plaintiff, Scientology, or any of the entities or
13 individuals listed or referred to in paragraph 1 of the "Mutual
14 Release of All Claims and Settlement Agreement" of December,
15 1986;

16 7. All correspondence of any kind sent by you or the
17 Gerald Armstrong Corporation to anyone which in any way
18 discusses, mentions, concerns, relates or refers to that document
19 shown on Entertainment Television's "Entertainment Tonight" on
20 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
21 An Original Treatment Written for Motion Picture Purposes Created
22 and Written by Gerald Armstrong;"

23 8. All correspondence of any kind received by you or the
24 Gerald Armstrong Corporation from anyone which in any way
25 discusses, mentions, concerns, relates or refers to that document
26 shown on Entertainment Television's "Entertainment Tonight" on
27 August 5, 1993, and bearing the designation: "ONE HELL OF A STORY
28 An Original Treatment Written for Motion Picture Purposes Created

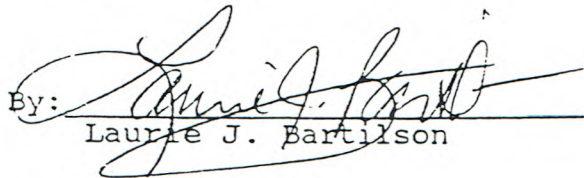
1 and Written by Gerald Armstrong;"

2 9. All correspondence of any kind sent by you or the
3 Gerald Armstrong Corporation to anyone which in any way
4 discusses, mentions, concerns, relates or refers to any document
5 authored by you, in whole or in part, including but not limited
6 to manuscripts, screenplays, motion picture treatments,
7 "fictionalizations," plays, articles, or scripts, which discuss,
8 mention, concern, relate, or refer to the plaintiff, Scientology,
9 or any of the entities or individuals listed or referred to in
10 paragraph 1 of the "Mutual Release of All Claims and Settlement
11 Agreement" of December, 1986;

12 10. All correspondence of any kind received by you or the
13 Gerald Armstrong Corporation from anyone which in any way
14 discusses, mentions, concerns, relates or refers to any document
15 authored by you, in whole or in part, including but not limited
16 to manuscripts, screenplays, motion picture treatments,
17 "fictionalizations," plays, articles, or scripts, which discuss,
18 mention, concern, relate, or refer to the plaintiff, Scientology,
19 or any of the entities or individuals listed or referred to in
20 paragraph 1 of the "Mutual Release of All Claims and Settlement
21 Agreement" of December, 1986.

22 Dated: August 9, 1993

BOWLES & MOXON

23
24 By: 
Laurie J. Bartilson

25
26 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

27 Attorneys for Plaintiff
28 Church of Scientology
International

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5 Laurie J. Bartilson
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7 (213) 953-3360

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF) Case No. 157680
INTERNATIONAL, a California not-)
13 for-profit religious corporation;) PLAINTIFF'S SECOND REQUEST
14 Plaintiff,) FOR THE PRODUCTION OF
DOCUMENTS BY DEFENDANT
15 vs.) GERALD ARMSTRONG
)
16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
19 Defendants.)
20

21 DEMANDING PARTY: Plaintiff Church of Scientology International

22 RESPONDING PARTY: Defendant Gerald Armstrong

23 SET NO.: 2

24 Plaintiff Church of Scientology International ("plaintiff")
25 demands, pursuant to C.C.P. § 2031, that defendant Gerald
26 Armstrong produce the items described below for inspection and
27 copying by plaintiff's attorneys on October 20, 1993 at 10 a.m.
28 at the offices of Wilson, Ryan & Campilongo, located at 235

1 Montgomery Street, Suite 450, San Francisco, California 94104.

2 DEFINITIONS AND EXPLANATIONS:

3 1. As used herein, the term "document" includes all
4 written, typewritten, printed and graphic materials of whatever
5 kind or nature, including, but not limited to, correspondence,
6 notes, memoranda, telegrams and cables, telexes, telecopies,
7 panafaxes, publications, contracts, agreements, insurance
8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

21 2. As used herein, the term "document" further means all
22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Gerald
2 Armstrong, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All documents relating to the passing of title or
6 conveyance of the property known as 707 Fawn Drive, San Anselmo,
7 California, and more particularly described as follows:

8 PARCEL ONE

9 PARCEL TWO as shown upon that certain Parcel Map
10 entitled, "Parcel Map Lands of California Land Title
11 Portion Lands described in book 2887 of Official
12 Records, at page 367, also being Portion of Lots 501
13 and 501-A unrecorded Map of Sleepy Hollow Acres,
Vicinity of San Anselmo, Marin County, California,
14 filed for record April 8, 1976 in Volume 12 of Parcel
15 Maps, at page 43, Marin County Records.

16 EXCEPTING THEREFROM that portion deeded to Alain Pigois
17 and Nina Pigois, husband and wife, as community
18 property, by Deed recorded February 27, 1989, Serial
19 No. 89 13373.

20 PARCEL TWO

21 AN EASEMENT for ingress, egress and public utility
22 purposes described as follows:

23 BEGINNING at a point on the centerline of Fawn Drive,
24 said point being the most southwesterly corner of
25 Parcel 3, as shown upon that certain map entitled,
26 "Parcel Map Lands of California Land Title Portion
27 Lands described in Book 2887 of Official Records, at
28 page 367, also being a portion of Lots 501 and 501-A,
unrecorded Map of Sleepy Hollow Acres, Vicinity of San
Anselmo, Marin County, California", filed for record
April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
Marin County Records, said point also being the
intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence
North 75° 07' 20" East 164.00 feet; thence leaving said
exterior boundary of Parcel 3, North 12° 41' East 85.00

1 feet; thence North 30° 45' West 126.00 feet, thence
2 North 13° 30' East 79.21 feet to the northwesterly
3 boundary of Parcel 1, as shown upon that certain map
4 referred to hereinabove; thence along the exterior
5 boundary of said Parcel 1, South 84° 00' west 75.70
6 feet to the most Northerly corner of the parcel of land
7 described in the Deed executed by Charles B. Robertson,
8 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
9 January 30, 1956 in book 1002 of Official Records, at
page 623, Marin County Records; thence 111.77 feet,
thence leaving said exterior boundary of Parcel 1,
South 18° 45' East 95.06 feet thence South 21° 48' West
70.66 feet; thence South 75° 07' 20" West 160.00 feet
to the certline of Fawn Drive; thence along the
exterior boundary of said Parcel 3, also being the
centerline of "Fawn Drive, South 26° 20' East 34.46
feet to the point of beginning.

10 (the "PROPERTY"), from the date of acquisition to the present,
11 including all documents relating to the acquisition of the
12 PROPERTY. Such documents shall include those relating to any
13 passing of title or conveyance to Michael Walton.

14 2. All documents evidencing or relating to the state of
15 title of the PROPERTY or any portion thereof when you first
16 received title to the PROPERTY.

17 3. All documents evidencing, relating to or comprising
18 agreements with Michael Walton relating to the PROPERTY
19 including, but not limited to, agreements of co-ownership and
20 respective amounts of contribution towards down payment and
21 mortgage payments.

22 4. All documents evidencing, relating to or comprising
23 property tax bills or property tax statements for the PROPERTY
24 that have been incurred or received at any time from the
25 acquisition of the PROPERTY until the present.

26 5. All documents comprising or relating to payments made,
27 including checks or money orders or other documentation of
28 payments made on the aforementioned property tax bills.

1 6. All documents comprising or relating to any agreement
2 concerning liens, easements, rights of way, mineral rights, water
3 rights, leaseholds and any other interest in the PROPERTY.

4 7. All documents evidencing, comprising or relating to any
5 liens, encumbrances, foreclosure actions, whether pending or not,
6 on the PROPERTY including but not limited to, documents relating
7 to any payment or partial payment toward a lien, foreclosure
8 action or other encumbrance.

9 8. All documents, including loan applications, relating to
10 any loans secured by the PROPERTY at any time from the
11 acquisition of the PROPERTY by you to the present whether or not
12 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
13 if you were not the person(s) who repaid it, please provide all
14 documents relating to said repayment.

15 9. All documents comprising, evidencing or relating to
16 payment made or other exchange applied for any transfer of title
17 on the PROPERTY from 1986 until the present. This is to include,
18 but not be limited to, cancelled checks or receipts.

19 10. All documents comprising, evidencing, or reflecting
20 bills or invoices, and payments thereon, of household maintenance
21 from the acquisition of the PROPERTY by you to the present.

22 11. All documents comprising, evidencing or relating to
23 bills or invoices, contracts, oral or written, and payments
24 thereon of subcontractors, materialmen, suppliers or other
25 individuals or business entities who provided labor, material or
26 supplies for the modification of the PROPERTY at any time from
27 the acquisition of the PROPERTY to the present.

28 12. All documents comprising, evidencing or relating to

1 payments to any utility companies for the utilities at the
2 PROPERTY at any time from the acquisition of the PROPERTY to the
3 present.

4 13. All documents reflecting the names, addresses and
5 telephone numbers of all accountants, accounting firms and other
6 persons or businesses that you retained to manage, analyze,
7 monitor or keep records of your business and personal financial
8 affairs and assets, including the financial affairs and assets of
9 The Gerald Armstrong Corporation, from January 1, 1986 to the
10 present.

11 14. All documents reflecting your financial condition,
12 business and personal affairs and assets, including the financial
13 affairs and assets of The Gerald Armstrong Corporation, from
14 January 1, 1986 to the present. Such documents shall include but
15 not be limited to financial statements, profit and loss
16 statements, income and expense statements, asset statements and
17 balance sheets.

18 15. All documents reflecting the name, address and
19 telephone number of the locations at which all your business,
20 personal and banking accounts, including those of The Gerald
21 Armstrong Corporation, are maintained.

22 16. All documents which refer to, relate to, mention,
23 discuss, concern or evidence, without limitation, any transfer of
24 cash and/or shares of stock in The Gerald Armstrong Corporation
25 made by you to Michael Walton or any person or corporation from
26 July 1990 until the present.

27 17. All documents which refer to, relate to, mention,
28 discuss, concern or evidence, without limitation, any property,

1 cash or other asset received by you, of any kind whatsoever, in
2 exchange for every transfer of cash and/or shares of stock in The
3 Gerald Armstrong Corporation made by you to Michael Walton or any
4 person or corporation from July 1990 until the present.

5 Dated: September 16, 1993

BOWLES & MOXON

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By: *Laurie J. Bartilson*
Laurie J. Bartilson *by att*

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

Attorneys for Plaintiff
Church of Scientology
International

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8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
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MICHAEL WALTON
15 vs.)
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16 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION,)
17 a California for-profit)
corporation; DOES 1 through 100,)
18 inclusive,)
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19 Defendants.)
_____)

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22 RESPONDING PARTY: Defendant Michael Walton

23 SET NO.: 1

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8 policies, minutes, offers, analyses, projections, treatments,
9 studies, books, papers, records, reports, lists, calendars,
10 diaries, statements, complaints, filings with any court, tribunal
11 or governmental agency, corporate minutes, partnerships,
12 agreements, ledgers, transcripts, summaries, agendas, bills,
13 invoices, receipts, estimates, evaluations, personnel files,
14 certificates, instructions, manuals, bulletins, advertisements,
15 periodicals, accounting records, checks, check stubs, check
16 registers, canceled checks, money orders, negotiable instruments,
17 sound recordings, films, photographs, mechanical or electronic
18 recordings, tapes, transcriptions, blueprints, computer programs
19 and data, data processing cards, x-rays, laboratory reports and
20 all other medical tests and test results.

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22 writings, originals and duplicates as defined in California
23 Evidence Code Sections 250, 255 and 260, whether in draft or
24 otherwise, including but not limited to, copies and non-identical
25 copies (whether different from the originals because of notes or
26 marks made on or attached to said copies or otherwise).

27 3. The words "and" and "or" as used herein shall both mean
28 "and/or."

1 4. The term "you" as used herein means defendant Michael
2 Walton, his employees, agents, representatives, attorneys, or
3 assigns.

4 DOCUMENTS AND THINGS TO BE PRODUCED:

5 1. All documents relating to the passing of title or
6 conveyance of the property known as 707 Fawn Drive, San Anselmo,
7 California, and more particularly described as follows:

8 PARCEL ONE

9 PARCEL TWO as shown upon that certain Parcel Map
10 entitled, "Parcel Map Lands of California Land Title
11 Portion Lands described in book 2887 of Official
12 Records, at page 367, also being Portion of Lots 501
13 and 501-A unrecorded Map of Sleepy Hollow Acres,
14 Vicinity of San Anselmo, Marin County, California,
15 filed for record April 8, 1976 in Volume 12 of Parcel
16 Maps, at page 43, Marin County Records.

17 EXCEPTING THEREFROM that portion deeded to Alain Pigois
18 and Nina Pigois, husband and wife, as community
19 property, by Deed recorded February 27, 1989, Serial
20 No. 89 13373.

21 PARCEL TWO

22 AN EASEMENT for ingress, egress and public utility
23 purposes described as follows:

24 BEGINNING at a point on the centerline of Fawn Drive,
25 said point being the most southwesterly corner of
26 Parcel 3, as shown upon that certain map entitled,
27 "Parcel Map Lands of California Land Title Portion
28 Lands described in Book 2887 of Official Records, at
page 367, also being a portion of Lots 501 and 501-A,
unrecorded Map of Sleepy Hollow Acres, Vicinity of San
Anselmo, Marin County, California", filed for record
April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
Marin County Records, said point also being the
intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence
North 75° 07' 20" East 164.00 feet; thence leaving said
exterior boundary of Parcel 3, North 12° 41' East 85.00

1 feet; thence North 30° 45' West 126.00 feet, thence
2 North 13° 30' East 79.21 feet to the northwesterly
3 boundary of Parcel 1, as shown upon that certain map
4 referred to hereinabove; thence along the exterior
5 boundary of said Parcel 1, South 84° 00' west 75.70
6 feet to the most Northerly corner of the parcel of land
7 described in the Deed executed by Charles B. Robertson,
8 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
9 January 30, 1956 in book 1002 of Official Records, at
page 623, Marin County Records; thence 111.77 feet,
thence leaving said exterior boundary of Parcel 1,
South 18° 45' East 95.06 feet thence South 21° 48' West
70.66 feet; thence South 75° 07' 20" West 160.00 feet
to the certline of Fawn Drive; thence along the
exterior boundary of said Parcel 3, also being the
centerline of "Fawn Drive, South 26° 20' East 34.46
feet to the point of beginning.

10 (the "PROPERTY"), from the date of acquisition to the present,
11 including all documents relating to the acquisition of the
12 PROPERTY. Such documents shall include those relating to any
13 passing of title or conveyance to you by Gerald Armstrong.

14 2. All documents evidencing or relating to title of the
15 PROPERTY or any portion thereof when you first received title to
16 the PROPERTY.

17 3. All documents evidencing, comprising or relating to
18 agreements with Gerald Armstrong and/or The Gerald Armstrong
19 Corporation relating to the PROPERTY including, but not limited
20 to, agreements of co-ownership and respective amounts of
21 contribution towards down payment and mortgage payments.

22 4. All documents evidencing, relating to or comprising
23 property tax bills or property tax statements for the PROPERTY
24 that have been incurred or received at any time from December
25 1986 until the present.

26 5. All documents comprising or relating to payments made,
27 including checks or money orders or other documentation of
28 payments made on the aforementioned property tax bills.

1 6. All documents comprising or relating to any agreement
2 concerning liens, easements, rights of way, mineral rights, water
3 rights, leaseholds and any other interest in the PROPERTY.

4 7. All documents evidencing, comprising or relating to any
5 liens, encumbrances, foreclosure actions, whether pending or not,
6 on the PROPERTY including but not limited to, documents relating
7 to any payment or partial payment toward a lien, foreclosure
8 action or other encumbrance.

9 8. All documents, including loan applications, relating to
10 any loans secured by the PROPERTY at any time from the
11 acquisition of the PROPERTY by you to the present whether or not
12 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
13 if you were not the person(s) who repaid it, please provide all
14 documents relating to said repayment.

15 9. All documents comprising, evidencing or relating to
16 payment made or other exchange applied for any transfer of title
17 on the PROPERTY from 1986 until the present. This is to include,
18 but not be limited to, cancelled checks or receipts.

19 10. All documents comprising, evidencing or reflecting
20 bills or invoices, and payments thereon, of household maintenance
21 from the acquisition of any portion of the PROPERTY by you to the
22 present.

23 11. All documents comprising, evidencing or relating to
24 bills or invoices, contracts, oral or written, and payments
25 thereon of subcontractors, materialmen, suppliers or other
26 individuals or business entities who provided labor, material or
27 supplies for the modification of the PROPERTY at any time from
28 the acquisition by you of any portion of the PROPERTY to the

1 present.

2 12. All documents comprising, evidencing or relating to
3 payments to any utility companies for the utilities at the
4 PROPERTY at any time from the acquisition by you of any portion
5 of the PROPERTY to the present.

6 13. All documents reflecting the names, addresses and
7 telephone numbers of all accountants, accounting firms and other
8 persons or businesses that you retained to manage, analyze,
9 monitor or keep records of your business and personal financial
10 affairs and assets, from July 1, 1990 to the present.

11 14. All documents reflecting your financial condition from
12 January 1, 1990 to the present. Such documents shall include but
13 not be limited to financial statements, profit and loss
14 statements, income and expense statements, asset statements and
15 balance sheets.

16 15. All documents reflecting the names, addresses and
17 telephone numbers of the locations at which all your business,
18 personal and banking accounts, including those of The Gerald
19 Armstrong Corporation, are maintained.

20 16. All documents which refer to, relate to, mention,
21 discuss, concern or evidence, without limitation, any transfer of
22 cash and/or shares of stock in The Gerald Armstrong Corporation
23 made by Gerald Armstrong to you or any person or corporation from
24 July 1, 1990 until the present.

25 17. All documents which refer to, relate to, mention,
26 discuss, concen or evidence, without limitation, any property,
27 cash or other asset paid by you, of any kind whatsoever, in
28 exchange for every transfer of cash and/or shares of stock in The

1 Gerald Armstrong Corporation made to you by Gerald Armstrong.

2 Dated: September 16, 1993

BOWLES & MOXON

3

4

By: Laurie J. Bartilson
Laurie J. Bartilson *By Hand*

5

6

Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

7

Attorneys for Plaintiff
Church of Scientology
International

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1 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO
2 235 Montgomery Street
Suite 450
3 San Francisco, California 94104
(415) 391-3900

4 Laurie J. Bartilson
5 BOWLES & MOXON
6255 Sunset Boulevard
6 Suite 2000
Hollywood, California 90028
7 (213) 953-3360

8 Attorneys for Plaintiff
CHURCH OF SCIENTOLOGY INTERNATIONAL
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF MARIN

12 CHURCH OF SCIENTOLOGY OF)	Case No. 157680
INTERNATIONAL, a California not-)	
13 for-profit religious corporation;)	PLAINTIFF'S FIRST REQUEST
)	FOR THE PRODUCTION OF
14 Plaintiff,)	DOCUMENTS BY DEFENDANT THE
)	GERALD ARMSTRONG
15 vs.)	CORPORATION
)	
16 GERALD ARMSTRONG; MICHAEL WALTON;)	
THE GERALD ARMSTRONG CORPORATION,)	
17 a California for-profit)	
corporation; DOES 1 through 100,)	
18 inclusive,)	
)	
19 Defendants.)	
)	
20)	

21 DEMANDING PARTY: Plaintiff Church of Scientology International

22 RESPONDING PARTY: Defendant The Gerald Armstrong Corporation

23 SET NO.: 1

24 Plaintiff Church of Scientology International ("plaintiff")
25 demands, pursuant to C.C.P. § 2031, that defendant The Gerald
26 Armstrong Corporation ("GAC") produce the items described below
27 for inspection and copying by plaintiff's attorneys on October
28 20, 1993 at 10 a.m. at the offices of Wilson, Ryan & Campilongo,

1 located at 235 Montgomery Street, Suite 450, San Francisco,
2 California 94104.

3 DEFINITIONS AND EXPLANATIONS:

4 1. As used herein, the term "document" includes all
5 written, typewritten, printed and graphic materials of whatever
6 kind or nature, including, but not limited to, correspondence,
7 notes, memoranda, telegrams and cables, telexes, telecopies,
8 panafaxes, publications, contracts, agreements, insurance
9 policies, minutes, offers, analyses, projections, treatments,
10 studies, books, papers, records, reports, lists, calendars,
11 diaries, statements, complaints, filings with any court, tribunal
12 or governmental agency, corporate minutes, partnerships,
13 agreements, ledgers, transcripts, summaries, agendas, bills,
14 invoices, receipts, estimates, evaluations, personnel files,
15 certificates, instructions, manuals, bulletins, advertisements,
16 periodicals, accounting records, checks, check stubs, check
17 registers, canceled checks, money orders, negotiable instruments,
18 sound recordings, films, photographs, mechanical or electronic
19 recordings, tapes, transcriptions, blueprints, computer programs
20 and data, data processing cards, x-rays, laboratory reports and
21 all other medical tests and test results.

22 2. As used herein, the term "document" further means all
23 writings, originals and duplicates as defined in California
24 Evidence Code Sections 250, 255 and 260, whether in draft or
25 otherwise, including but not limited to, copies and non-identical
26 copies (whether different from the originals because of notes or
27 marks made on or attached to said copies or otherwise).

28 3. The words "and" and "or" as used herein shall both mean

1 "and/or."

2 4. The term "you" as used herein means defendant Gerald
3 Armstrong Corporation, its employees, agents, representatives,
4 attorneys, or assigns.

5 DOCUMENTS AND THINGS TO BE PRODUCED:

6 1. All documents relating to the passing of title or
7 conveyance of the property known as 707 Fawn Drive, San Anselmo,
8 California, and more particularly described as follows:

9 PARCEL ONE

10 PARCEL TWO as shown upon that certain Parcel Map
11 entitled, "Parcel Map Lands of California Land Title
12 Portion Lands described in book 2887 of Official
13 Records, at page 367, also being Portion of Lots 501
14 and 501-A unrecorded Map of Sleepy Hollow Acres,
Vicinity of San Anselmo, Marin County, California,
filed for record April 8, 1976 in Volume 12 of Parcel
Maps, at page 43, Marin County Records.

15 EXCEPTING THEREFROM that portion deeded to Alain Pigois
16 and Nina Pigois, husband and wife, as community
property, by Deed recorded February 27, 1989, Serial
No. 89 13373.

17 PARCEL TWO

18 AN EASEMENT for ingress, egress and public utility
19 purposes described as follows:

20 BEGINNING at a point on the centerline of Fawn Drive,
said point being the most southwesterly corner of
21 Parcel 3, as shown upon that certain map entitled,
"Parcel Map Lands of California Land Title Portion
22 Lands described in Book 2887 of Official Records, at
page 367, also being a portion of Lots 501 and 501-A,
23 unrecorded Map of Sleepy Hollow Acres, Vicinity of San
Anselmo, Marin County, California", filed for record
24 April 9, 1976 in Volume 12 of Parcel Maps, at page 43,
Marin County Records, said point also being the
25 intersection of the calls "South 26° 20' East 135 feet
and North 63° 40' East 20 feet" as contained in Parcel
26 2 of the Deed executed by California Land Title
Company, a corporation to Michael C. McGuckin, et ux,
27 recorded March 26, 1976 in Book 3010 of Official
Records, at page 190, Marin County Records; thence from
28 said point of beginning and along the exterior boundary
of said Parcel 3, North 63° 40' East 20 feet; thence

1 North 75° 07' 20" East 164.00 feet; thence leaving said
2 exterior boundary of Parcel 3, North 12° 41' East 85.00
3 feet; thence North 30° 45' West 126.00 feet, thence
4 North 13° 30' East 79.21 feet to the northwesterly
5 boundary of Parcel 1, as shown upon that certain map
6 referred to hereinabove; thence along the exterior
7 boundary of said Parcel 1, South 84° 00' west 75.70
8 feet to the most Northerly corner of the parcel of land
9 described in the Deed executed by Charles B. Robertson,
10 et ux, to Paul Hopkins Talbot, Jr., et ux, recorded
11 January 30, 1956 in book 1002 of Official Records, at
12 page 623, Marin County Records; thence 111.77 feet,
13 thence leaving said exterior boundary of Parcel 1,
14 South 18° 45' East 95.06 feet thence South 21° 48' West
15 70.66 feet; thence South 75° 07' 20" West 160.00 feet
16 to the certline of Fawn Drive; thence along the
17 exterior boundary of said Parcel 3, also being the
18 centerline of "Fawn Drive, South 26° 20' East 34.46
19 feet to the point of beginning.

20
21 (the "PROPERTY"), from the date of acquisition to the present,
22 including all documents relating to the acquisition of the
23 PROPERTY.

24 2. All documents evidencing or relating to the state of
25 title of the PROPERTY or any portion thereof, any estate therein.

26 3. All documents comprising, evidencing or relating to any
27 agreement between you and/or Gerald Armstrong and/or Michael
28 Walton relating to the PROPERTY including, but not limited to,
agreements of co-ownership and respective amounts of contribution
towards down payment and mortgage payments.

4. All documents comprising, evidencing or relating to
property tax bills or property tax statements for the PROPERTY
that have been incurred or received at any time from December
1986 until the present.

5. All documents comprising or relating to payments made,
including checks or money orders or other documentation of
payments made on the aforementioned property tax bills.

6. All documents comprising or relating to any agreement

1 concerning liens, easements, rights of way, mineral rights, water
2 rights, leaseholds and any other interest in the PROPERTY.

3 7. All documents evidencing, comprising or relating to any
4 liens, encumbrances, foreclosure actions, whether pending or not,
5 on the PROPERTY including but not limited to, documents relating
6 to any payment or partial payment toward any such liens,
7 foreclosure actions or other encumbrance.

8 8. All documents, including loan applications, relating to
9 any loans secured by the PROPERTY at any time from the
10 acquisition of the PROPERTY by you to the present whether or not
11 said loan(s) is/are repaid. If said loan(s) is/are repaid, even
12 if you were not the entity who repaid it, please provide all
13 documents relating to said repayment.

14 9. All documents comprising, evidencing or relating to
15 payment made or other exchange applied for any transfer of title
16 on the PROPERTY from 1986 until the present. This is to include,
17 but not be limited to, cancelled checks or receipts.

18 10. All documents comprising, evidencing or reflecting
19 bills or invoices, and payments thereon, of maintenance of the
20 Property from the acquisition of any portion of the PROPERTY by
21 you, Gerald Armstrong or Michael Walton to the present.

22 11. All documents comprising, evidencing or relating to
23 bills or invoices, contracts, oral or written, and payments
24 thereon of subcontractors, materialmen, suppliers or other
25 individuals or business entities who provided labor, material or
26 supplies for the modification of the PROPERTY at any time from
27 the acquisition by you, Gerald Armstrong or Michael Walton of any
28 portion of the PROPERTY to the present.

1 12. All documents comprising, evidencing or relating to
2 payments to any utility companies for the utilities at the
3 PROPERTY at any time from the acquisition by you, Gerald
4 Armstrong or Michael Walton of any portion of the PROPERTY to the
5 present.

6 13. All documents reflecting the names, addresses and
7 telephone numbers of all accountants, accounting firms and other
8 persons or businesses that you retained to manage, analyze,
9 monitor or keep records of your business and financial affairs
10 and assets, from January 1, 1987 to the present.

11 14. All documents reflecting your financial condition.
12 Such documents shall include but not be limited to financial
13 statements, profit and loss statements, income and expense
14 statements, asset statements, balance sheets and loan
15 applications.

16 15. All documents reflecting the names, addresses and
17 telephone numbers of the locations at which all your business,
18 personal and banking accounts, including those of The Gerald
19 Armstrong Corporation, are maintained.

20 16. All documents which refer to, relate to, mention,
21 discuss, concern or evidence, without limitation, any stock
22 offering made by you from January 1, 1987 until the present.

23 17. All documents which refer to, relate to, mention,
24 discuss, concern or evidence, without limitation, any transfer of
25 shares in GAC made by anyone from January 1, 1987 until the
26 present.

27 18. All documents which refer to, relate to, mention,
28 discuss, concern or evidence, without limitation, any transfer of

1 assets from Gerald Armstrong to you from January 1, 1987 until
2 the present.

3 19. All documents which refer to, relate to, mention,
4 discuss, concern or evidence, without limitation, any loans made
5 to you by any person from January 1, 1987 until the present.

6 20. All documents reflecting the names and titles of all
7 employees who worked for you from January 1, 1987 to the present.

8 21. All documents which refer to, relate to, mention,
9 discuss, concern or evidence, without limitation, any payments
10 made by you to Gerald Armstrong from January 1, 1987 until the
11 present.

12 22. All documents which refer to, relate to, mention,
13 discuss, concern or evidence, without limitation, any payments
14 made by you to Michael Walton from January 1, 1987 until the
15 present.

16 23. All documents which refer to, relate to, mention,
17 discuss, concern or evidence, without limitation, any property,
18 cash or other asset paid by you, of any kind whatsoever, in
19 exchange for every transfer of cash and/or shares of stock in The
20 Gerald Armstrong Corporation made to you by Gerald Armstrong.

21 Dated: September 16, 1993

BOWLES & MOXON

22
23 By: Laurie J. Bartilson

24
25 Andrew H. Wilson
WILSON, RYAN & CAMPILONGO

26 Attorneys for Plaintiff
27 Church of Scientology
International
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PROOF OF SERVICE BY MAIL

I am employed in the County of Marin. I am over the age of eighteen years and not a party to the within action; my business address is 900 Larkspur Landing Circle. Suite 185, Larkspur, California 94939.

On February 10, 1994 I served the within Report and Recommendation of Discovery Referee with Proposed Order re Plaintiff's Motion to Compel Production of Documents by Defendants and Order in said action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Larkspur, Marin County, California, addressed as follows:

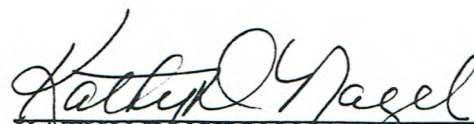
Laurie Bartilson
Bowles & Moxon
6255 Sunset Blvd, Suite 2000
Hollywood, CA 90028

Ford Greene, Esq.
Hub Law Offices
711 Sir Frances Drake Blvd.
San Anselmo, CA 94960-1949

Michael Walton, Esq.
Attorney at Law
P. O. Box 751
San Anselmo, CA 94960

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated: February 10, 1994


KATHY DUSTON NAGEL